

Exhibit 14

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October 12, 2006

PRIVILEGED & CONFIDENTIAL

VIA HAND DELIVERY

Marc J. Fagel, Esq.
United States Securities and Exchange Commission
Division of Enforcement
44 Montgomery Street, Suite 2600
San Francisco, CA 94104

Re: In the Matter of KLA-Tencor Corporation

Dear Mr. Fagel:

KLA-Tencor Corporation (the "Company"), through a Special Committee authorized by the Board of Directors, commenced a review of the company's stock options granting practices on or about May 24, 2006. In the course of its investigation, the Special Committee collected confidential corporate records and communications, including records and communications that may be protected by the attorney-client privilege and work product doctrine. In light of the interest of the Staff of the U.S. Securities and Exchange Commission (the "Staff") in determining whether there have been any violations of the federal securities laws, and the Company's common interest in investigating and analyzing the circumstances and people involved in the events at issue, KLA-Tencor and the Special Committee will voluntarily provide to the Staff copies of documents that may be protected by the attorney-client privilege and work product doctrine ("Confidential Materials").

Please be advised that by producing the Confidential Materials pursuant to this agreement, KLA-Tencor and the Special Committee do not intend to waive the protection of the attorney work product doctrine, attorney-client privilege, or any other privilege applicable as to third parties. The Company believes that the Confidential Materials warrant protection from disclosure.

Mark J. Fagel, Esq.
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Morgan Lewis
COUNSELORS AT LAW

The Staff will maintain the confidentiality of the Confidential Materials pursuant to this agreement and will not disclose them to any third party, except to the extent that the Staff determines that disclosure is otherwise required by law or would be in furtherance of the Commission's discharge of its duties and responsibilities.

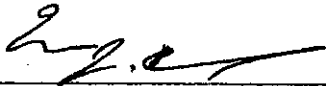
The Staff will not assert that the production of the Confidential Materials to the Commission constitutes a waiver of the protection of the attorney work product doctrine, the attorney-client privilege, or any other privilege applicable as to any third party. The Staff agrees that production of the Confidential Materials provides the Staff with no additional grounds to subpoena testimony, documents or other privileged materials from the Company or the Special Committee, although any such grounds that may exist apart from such production shall remain unaffected by this agreement.

The Staff's agreement to the terms of this letter is signified by your signature on the line provided below.

Sincerely,


John Hemann

AGREED AND ACCEPTED:
United States Securities and Exchange Commission

By: 
Division of Enforcement
Mark J. Fagel